

BETWEEN THE STATE OF MONTANA
AND MUSSELSHELL COUNTY

THIS AGREEMENT is made and entered into by and between Musselshell County, hereinafter called the COOPERATOR, and the Montana Department of Natural Resources and Conservation, Forestry Division, hereinafter called the DEPARTMENT, and effective the 1st day of July, 20 08.

The purpose of this agreement, when signed by both parties and accompanied by a written wildland fire management plan, hereinafter called the PLAN, is to satisfy the requirements of Montana Code Annotated section 7-33-2210.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. The COOPERATOR shall assist the DEPARTMENT in drafting and annually updating the PLAN for the fire protection area within the COOPERATOR's territorial boundaries.
2. The COOPERATOR shall appoint a County Rural Fire Chief/Firewarden pursuant to Montana Code Annotated section 7-33-2203. The County Fire Chief/Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.
3. The COOPERATOR is authorized to annually appropriate funds pursuant to Montana Code Annotated section 7-33-2209. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.
4. The COOPERATOR shall implement the PLAN by performance of the duties imposed by Montana Code Annotated sections 7-33—2202 and 7-33-2203. The COOPERATOR may exercise the powers authorized by Montana Code Annotated sections 7-33-2205, 7-33-2206 and 7-33-2208.
5. The DEPARTMENT shall update the PLAN and present it for the approval of the COOPERATOR no later than May 15 of each year.
6. The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Equipment made available to the COOPERATOR by the DEPARTMENT shall comply with the stipulations set forth in the COOPERATIVE EQUIPMENT AGREEMENT F-202.
7. It is mutually agreed that both parties shall meet annually to review this agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.
8. It is mutually agreed that this agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.

COUNTY OF MUSSELSHELL:

BY Larry Sekse
BY Mike Kelly
BY Don M. Olson
BY Reynolds

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION:

BY Mr. Dy
DIRECTOR

ATTEST:
SA Houghton 9/24/08
ADMINISTRATOR, FORESTRY DIVISION